

RETURN TO
EVERETT CITY CLERK
2930 Wetmore
Everett, WA 98201



WASHINGTON STATE DEPARTMENT OF
Natural Resources
PETER GOLDMARK - Commissioner of Public Lands

**INTERAGENCY AGREEMENT WITH THE
City of Everett Parks and Recreation Department**

**Agreement No. IAA-13-245/K244-11-DG-015
USDA Forest Service CFDA Number 10.664**

This Agreement is between the City of Everett Parks and Recreation Department and the Washington State Department of Natural Resources, Resource Protection Division, referred to as DNR.

DNR falls under authority of RCW Chapter 43.30 of Washington State, Department of Natural Resources. DNR and the City of Everett Parks and Recreation Department herein after referred to as the Grantee, enter into this agreement under Chapter 39.34, Inter-local Cooperation Act.

The purpose of this Agreement is to develop, produce, and distribute an educational tree care brochure for businesses and their landscape contractors, as well as a pre & post distribution survey to gauge brochure content and effectiveness.

IT IS MUTUALLY AGREED THAT:

1.01 Statement of Work. The Grantee shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Attachment "A".

1.02 The Grantee shall produce a mid-report by November 1, 2013, and a final report upon project completion summarizing work performed and evaluating the performance and results of this agreement.

2.01 Period of Performance. The period of performance of this Agreement shall begin upon final execution by both parties, and end on May 30, 2014, unless terminated sooner as provided herein.

3.01 Payment. Payment for the work provided is established under RCW 39.34.130. Payment will not exceed dollars (\$6000). Payment for satisfactory performance of work shall not exceed this amount unless the parties mutually agree to a higher amount before beginning any work that could cause the maximum payment to be exceeded. Payment for services shall be based on the rates and terms described in Attachment "B".

4.01 Billing Procedures. The Grantee shall submit invoices no more than 4 times during the period of performance stated in section 2.01. Payment to the Grantee for approved and completed work will be made by warrant or account transfer within 30 days of receiving the invoice. When the contract expires, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

5.01 Records Maintenance. The Grantee shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by the City of Everett Parks and Recreation Department in providing the services. These records shall be available for inspection, review, or audit by personnel of the DNR, other personnel authorized by the DNR, the Office of the State Auditor, and federal officials as authorized by law. The Grantee shall keep all books, records, documents, and other material relevant to this Agreement for six years after agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

6.01 Rights to Data. Unless otherwise agreed, data originating from this Agreement shall be "Works Made for Hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the DNR and the Grantee. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

7.01 Independent Capacity. The employees or agents of each party who are engaged in performing this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

8.01 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

9.01 Termination. Either party may terminate this Agreement by giving the other party 30 days prior written notice. If this Agreement is terminated, the terminating party shall be liable to pay only for those services provided or costs incurred prior to the termination date according to the terms of this Agreement.

10.01 Termination for Cause. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

11.01 Disputes. If a dispute arises, a dispute board shall resolve the dispute like this: Each party to this agreement shall appoint a member to the dispute board. These board members shall jointly appoint an additional member to the dispute board. The dispute board shall evaluate the facts, contract terms, applicable statutes and rules, then determine a resolution. The dispute board's determination shall be final and binding on the parties. As an alternative to the dispute board, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330. In this case, the Governor's process will control the dispute resolution.

12.01 Governance. This contract is entered into the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable State and federal statutes and rules (See Minimum Federal Requirements - Attachment C);
- (2) Statement of Work; and
- (3) Any other provisions of the agreement, including materials incorporated by reference.

13.01 Assignment. The work to be provided under this Agreement and any claim arising from this agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

14.01. Waiver. A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this agreement.

15.01 Severability. The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

16.01 Insurances. The Grantee and DNR are part of the State of Washington and are protected by the State's self-insurance liability program as provided by Chapter 4.92 RCW. These agencies have entered into this agreement to provide/perform the Business District Tree Care Campaign described therein. This agreement will terminate on the date listed in the period of performance. The agencies agree to share responsibility equally for losses that arise out of this agreement.

(1) General Insurance Requirements

At all times during the term of this agreement, the Grantee shall, at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the agreement at DNR's option.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by DNR. Any exception must be reviewed and approved by the DNR Risk Manager or in the absence of, the Contracts Specialist at FMD, before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Before starting work, Grantee shall furnish DNR, with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the bid/proposal, if applicable, and Agreement. Said certificate(s) shall contain the Contract number IAA-13-245/K244-11-DG-015, name of DNR Project Manager, a description, and include the State of Washington, DNR, its elected and appointed officials, agents, and employees as additional insured on all general liability, excess, umbrella and property insurance policies.

Grantee shall include all subgrantees as insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subgrantee. Subgrantee(s) must comply fully with all insurance requirements stated herein. Failure of subgrantee(s) to comply with insurance requirements does not limit Grantee's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by DNR. Grantee waives all rights against DNR for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this Agreement.

DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

- (1) Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give DNR 45 days advance notice of cancellation or non-renewal. If cancellation is due to nonpayment of premium, DNR shall be given 10 days advance notice of cancellation.
- (2) Insurers subject to Chapter 48.15 RCW (Surplus lines): DNR shall be given 20 days advance notice of cancellation. If cancellation is due to nonpayment of premium, DNR shall be given 10 days advance notice of cancellation.

In lieu of the coverages required under this section, DNR at its sole discretion may accept evidence of self-insurance by the Grantee, provided Grantee provides the following:

Grantee shall provide a statement by a CPA or actuary, satisfactory to DNR that demonstrates Grantee's financial condition is satisfactory to self-insure any of the required insurance coverages.

DNR may require Grantee to provide the above from time to time to ensure Grantee's continuing ability to self-insure. If at any time the Grantee does not satisfy the self-insurance requirement, Grantee shall immediately purchase insurance as set forth under

this section.

By requiring insurance herein, DNR does not represent that coverage and limits will be adequate to protect Grantee and such coverage and limits shall not limit Grantee's liability under the indemnities and reimbursements granted to DNR in this contract.

The limits of insurance, which may be increased by DNR, as deemed necessary, shall not be less than as follows:

- (1) Commercial General Liability (CGL) Insurance: Grantee shall maintain general liability (CGL) insurance, and, if deemed necessary as determined by DNR, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence and \$2,000,000 for a general aggregate limit. The products-completed operations aggregate limit shall be \$2,000,000.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent Grantees, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) conditions.

- (2) Employers Liability (Stop Gap) Insurance: If Grantee shall use employees to perform this contract, Grantee shall buy employers liability insurance, and, if deemed necessary as determined by DNR, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

- (3) Business Auto Policy (BAP) Insurance: Grantee shall maintain business auto liability and, if deemed necessary as determined by DNR, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01.

Grantee waives all rights against DNR for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

- (4) Workers' Compensation Insurance: Grantee shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Grantee and employees of any subgrantee or sub-subgrantee. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this contract. Except as prohibited by law,

Grantee waives all rights of subrogation against DNR for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability or commercial umbrella liability insurance.

Grantee shall indemnify DNR for all claims arising out of Grantee's, its subgrantee's, or sub-subgrantee's failure to comply with any State of Washington workers' compensation laws where DNR incurs fines or is required by law to provide benefits to or obtain coverage for such employees. Indemnity shall include all fines, payment of benefits to Grantee or subgrantee employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to DNR by Grantee pursuant to the indemnity may be deducted from any payments owed by DNR to Grantee for performance of this Contract.

- (5) To the fullest extent permitted by law, Grantee shall indemnify, defend and hold harmless DNR, its officials, agents and employees, from and against all claims arising out of or resulting from the performance of the Agreement. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee or its employees. Grantee expressly agrees to indemnify, defend, and hold harmless DNR for any claim arising out of or incident to Grantee's or any subgrantee's performances or failure to perform the Agreement. Grantee's obligation to indemnify, defend, and hold harmless DNR shall not be eliminated or reduced by any actual or alleged concurrent negligence of DNR or its agents, agencies, employees and officials. Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its agencies, officials, agents or employees.

17.01 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

18.01 Contract Management. The Project Coordinator for each of the parties shall be the contact person for this agreement. All communications and billings will be sent to the project coordinator.

19.01 Project Coordinators.

- (1) The Project Coordinator for the Grantee is John Petersen. Telephone Number 425-257-8371.
- (2) The Project Manager for DNR is Sarah Foster. Telephone Number 360-902-1704.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Grantee

Dated: April 9, 2013

By: Ray Stephenson
Title: Mayor

Address: 2430 Wetmore, Everett, WA 98201

Phone: 425-257-8700

DUNS # 608909156

ATTEST: Sharon Fuller
City Clerk

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: April 23, 2013

By: Albert Kassel
Albert Kassel

Title: Division Manager

Address: 1111 Washington St SE
Olympia, WA 98504-7037

Interagency Agreement
Approved as to Form 9/29/97
By the Assistant Attorney General
State of Washington

APPROVED AS TO FORM
James D. Iles
JAMES D. ILES, City Attorney

2013 Community Forestry Assistance Grant Proposal

APPLICATION FORM

Project name (five words or less) Business District Tree Care CampaignLocation (City) Everett Tree City USA ☒ Y ☐ NName of Applicant (Organization) City of Everett Parks & Recreation DepartmentDaytime Phone # 425.257.8371 Applicant's Federal I.D. Number 91-6001248Address of Applicant 802 E. Mukilteo Blvd.City Everett State WA Zip 98203Contact Person John PetersenFax # 425.257.8384 E-mail Address jpetersen@ci.everett.wa.us

Brief Description of Project and Objective:

Develop, produce, and distribute an educational tree care brochure for businesses and their landscape contractors, as well as a pre- and post-distribution survey to gauge brochure content and effectiveness. The objective is to develop informed, engaged urban tree stewards among business owners who will improve tree care quality in the business district.

Is this project currently funded through another entity? ☐ Yes ☒ NoWas this project previously funded through another entity? ☐ Yes ☒ No

DNR funds requested	from budget work sheet	<u>\$6000</u>
Applicant share provided	from budget work sheet	<u>\$2100</u>
In-kind share	from budget work sheet	<u>\$9372</u>
Cash donations	from budget work sheet	<u>\$0</u>
Total amount of project	from budget work sheet	<u>\$17472</u>

By signing this grant proposal application form the undersigned agrees that all information is accurate to the best of their knowledge.

Paul J. Kaftanski, Director, City of Everett Parks & Recreation Department 12/7/2012

Name and Title of Authorized Representative Date

Paul J. Kaftanski 12/7/12
Signature of Authorized Representative Date

Washington State Department of Natural Resources – Community Forestry Assistance Grant

BUDGET WORKSHEET

Applicant: City of Everett Parks & Recreation Department

Project Name: Business District Tree Care Campaign

ITEM	Grant Share*	Applicant+	In-Kind++	TOTALS
PLANNING/EVALUATION				
Project contractor, \$25/hr	@ 6hrs = \$150			\$150
Grant coordinator, \$30/hr		@ 30hrs = \$900		\$1,000
Tree Committee assistance, \$22/hr			6 mbrs@56hrs each = \$7,392	\$7,392
SOCIAL MARKETING				
Project contractor, \$25/hr	@ 24hrs = \$600			\$600
Grant coordinator, \$30/hr		@ 4hrs = \$120		\$120
Graphics designer, \$30/hr		@ 10hrs = \$300		\$300
IT/website staff, \$30/hr		@ 5hrs = \$150		\$150
Tree Committee assistance, \$22/hr			6 mbrs@8hrs each = \$1,056	\$1,056
OUTREACH/EDUCATION				
Project contractor, \$25/hr	@ 40hrs = \$1,000			\$1,000
Grant coordinator, \$30/hr		@ 10hrs = \$300		\$300
Graphics designer, \$30/hr		@ 11hrs = \$330		\$330
Tree Committee assistance, \$22/hr			6 mbrs@7hrs each = \$924	\$924
PRODUCTS				
Print/mail 500 survey notice postcards	\$600 (estimate)			\$600
Print/mail 2,000 educational brochures	\$2,600 (estimate)			\$2,600
Run newspaper "Thank You" ads	\$1,000 (estimate)			\$1,000
TOTALS	\$6,000	\$2,100	\$9,372	\$17,472
	Grant Share*	Applicant+	In-Kind++	TOTAL

MINIMUM FEDERAL PROVISIONS

The Sub-recipient shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this agreement. "Sub-recipient" means the agency, firm, provider, organization, individual, or other entity performing services under this Agreement and shall include all employees of the Sub-recipient. The following list identifies specific federal provisions that may apply to the Sub-recipient under this Agreement but does not identify all such provisions.

1. Cost Principles. By accepting Federal assistance, the Sub-recipient agrees to abide by the applicable Office of Management and Budget (OMB) Circulars in the expenditure of federal funds and performance under this program. Below are the applicable Circulars.

OMB Circular A-87 – Cost Principles for State, Local and Indian Tribal Governments (2 Code of Federal Regulations (CFR) part 225).

OMB Circular A-122 – Cost Principles for Non-Profit Organizations (2 CFR part 230).

2. Administrative Requirements. OMB Circular A-102 – Grants and Cooperative Agreements with State and Local Governments (7 CFR 3015, 7 CFR 3016, 2 CFR 225)

OMB Circular A-110 – Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (2 CFR part 215).

3. Audit Requirements. OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations. Only non-federal entities that expend \$500,000 or more federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, as amended, OMB Circular A-133. Sub-recipients expending less than \$500,000 in a year are exempt from federal audit requirements but must make records available for review or audit by federal agencies or DNR (7 CFR part 3025).

4. Executive Compensation. Sub-recipients must report the names and total compensation of each of the Sub-recipient's five most highly compensated executives for the Sub-recipient's preceding completed fiscal year to DNR by the end of the month following the month of the effective date of this Agreement, if:

In the Sub-recipient's preceding fiscal year, the Sub-recipient received-

- i.) 80 percent of more of its annual gross revenues from Federal procurement contracts (and sub-contracts) and federal financial assistance subject to the Transparency Act, as defined a 2 CFR § 170.320 (and sub-awards); and
- ii.) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and sub-contracts) and federal financial assistance subject to the Transparency Act, (and sub-awards); and
- iii.) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a) 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

5. Trafficking in Persons. The following prohibition statement applies to Sub-recipient, and all Sub-awardees of the Sub-recipient. Sub-recipient must include this statement in all sub-awards made to any private entity under this agreement.

YOU AS THE SUB-RECIPIENT, YOUR EMPLOYEES, SUB-AWARDEES UNDER THIS AWARD, AND SUB-AWARDEES' EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AGREEMENT IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AGREEMENT IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AGREEMENT OR THE SUB-AWARDS UNDER THIS AGREEMENT. SUB-RECIPIENT MUST INCLUDE THE ABOVE REQUIREMENTS IN ANY SUB-AWARD UNDER THIS AGREEMENT.

6. Eligible Workers. Sub-recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC § 1324a). Sub-recipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any sub-award under this agreement.

7. DUNS and CCR Requirements. Unless otherwise exempted from this requirement under 2 C.F.R § 25.110, Sub-recipient must maintain the currency of its information in the Central Contractor Registration (CCR) until submission of its final financial report required under this Agreement or Sub-recipient receives final payment, whichever is later.

Sub-recipient may not make a sub-award to any entity unless the entity has provided its Dun and Bradstreet Data Universal Numbering System (DUNS) number to Sub-recipient.

8. Debarment and Suspension. Sub-recipient certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. Sub-recipient shall immediately inform the Federal funding agency and DNR if they or any of its principals become excluded, debarred, or suspended from entering into covered transactions with the federal government

according to the terms of 2 CFR Part 180. Additionally, should Sub-recipient or any of its principles receive a transmittal letter or other official federal notice of debarment or suspension they shall notify the Federal funding agency and DNR without undue delay. This applies whether the exclusion, debarment or suspension is voluntary or involuntary.

Sub-recipients are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include those procurement contracts for goods and services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000 or meet certain other specified criteria. 2 C.F.R. § 180.220 of the government-wide non-procurement debarment and suspension guidance contains those additional circumstances. All non-procurement transactions (i.e., sub-awards), irrespective of award amount, are considered covered transactions.

When a Sub-recipient enters into a covered transaction with an entity at a lower tier, the Sub-recipient must verify that the entity is not suspended or debarred or otherwise excluded. This verification may be accomplished by checking the *Excluded Parties List System (EPLS)* maintained by the General Services Administration (GSA), collecting a certification from the entity, or adding a clause or condition to the covered transaction with that entity (2 C.F.R. § 180.300)

9. Drug-Free Workplace. Sub-recipient agrees to make a good faith effort, on a continuing basis, to maintain a drug-free workplace as a condition for receiving this sub-award. Sub-recipient shall:

- a) Publish a drug-free workplace statement and establish a drug-free awareness program for its employees; and
- b) Take actions concerning employees who are convicted of violating drug statutes in the workplace.

Sub-recipient shall identify all known workplaces under this Agreement and keep this information on file during the performance of this agreement.

10. Non-Discrimination. During the performance of activities under this Agreement, the Sub-recipient shall comply with all federal and state non-discrimination laws, regulation and policies. In the event of the Sub-recipient's non-compliance or refusal to comply with any non-discrimination law, regulation or policy, this Agreement may be rescinded, cancelled or terminated in whole or in part, and the Sub-recipient may be declared ineligible for further agreements with DNR.

In accordance with Federal law and U.S. Department of Agriculture/Department of Interior policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

USDA – To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue SW, Washington, D.C. 20250-9410 or call (202) 720-5964.

10. Lobbying. Sub-recipient shall not use funds from this Agreement to pay any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the Sub-recipient shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

Sub-recipient shall include the above language in documents for all sub-awards under this Agreement at all tiers.

12. Other Grant Specific Requirements. Identify other grant-specific federal requirements here unless already addressed in the Agreement and number each of them sequentially.

Note: For further information related to federal requirements that may apply to Sub-recipient under this Agreement, go to: <http://www.whitehouse.gov/omb/grants>

Agreement

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

#15

PROJECT TITLE:

Agreement with the
Washington State Department
of Natural Resources for the
Community Forestry
Assistance Grant

_____ Consent
_____ Action
_____ First Reading
_____ Second Reading
_____ Third Reading
_____ Public Hearing

COUNCIL BILL #

Originating Department

Contact Person

Phone Number

FOR AGENDA OF

_____ Parks

_____ Paul Kaftanski

_____ 425-257-8335

_____ March 20, 2013

Initialed by:

Department Head

CAA

Council President

_____ db
_____ ap

Location

City Wide

Preceding Action

None

Attachments

Agreement

Department(s) Approval

Parks, Legal, Admin

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The Washington State Department of Natural Resources awarded the City of Everett a community forestry assistance grant in the amount of \$6,000 to develop, produce and distribute an educational tree care brochure for businesses. The intended outcome of this work is to help develop informed and engaged urban tree stewards among business owners who can improve tree care quality in business districts. The Parks and Recreation Department will manage the grant process in coordination with the City's Tree Committee and monitor compliance with the requirements of the agreement.

RECOMMENDATION:

Authorize the Mayor to sign the agreement with the Washington State Department of Natural Resources for the Community Forestry Assistance Grant to develop, produce and distribute an educational tree care brochure for businesses at no cost to the City.

Council Approval
3/20/13 S. J. Welle